

1882-020 Chancery Causes: Archelaus H. Fulkerson, trst vs. John W. S. Morrison & Lee Co.

Tyler, Fields, Martin, Morgan, Saul

CA-Debt

T-Property



To the Honorable Samuel V. Fulkerson, Judge of the Circuit Court of Lee County, the bill of complaint of Archelaus H. Fulkerson, of said County, who is trustee for John F. Tyler, respectfully represents:

That at the <sup>Quarterly</sup> term of the County Court of said County held in the month of March 1859, your orator, as trustee as aforesaid, obtained a judgment in an action of debt in said Court against Stephen S. Crockett and John W. S. Morison, for the sum of One thousand dollars, with interest ~~as aforesaid~~ from the 19<sup>th</sup> day of January 1858 till paid, and the costs of suit, amounting to \$7.11 - subject to a credit for \$60.00 paid 18<sup>th</sup> January 1859; a copy of which judgment is filed herewith as part of this bill, marked (A.). The said Crockett, about the latter part of January or early in February 1859, conveyed by a deed of trust all of his estate as your orator is informed & believes, both real and personal, to a trustee for the benefit of Daniel S. Dickinson, of whom he had recently purchased land to a considerable amount, in order to secure the purchase money - so that his property is held from your orator by the prior lien of that trust deed. The principal of the debt thus secured to said Dickinson is \$2750.00; and it is believed, that the property so conveyed will scarcely, if at all, be sufficient to discharge that debt - the land embraced in that deed being nearly the whole fund to be relied on, as the personalty is very small. The obligation on which the said judgment was obtained is a joint & several one, under the seals of the said Crockett & Morison, & your orator can expect to make said debt only from <sup>said John W. S. Morison</sup>

The aforesaid March term of the County Court of Lee commenced on Monday the 21<sup>st</sup> day of that month. On the 23<sup>rd</sup> day of the said month, and during the said term, which closed on the 25<sup>th</sup> day of the month, the said John W. S. Morison, and Samuel P. Morison as trustee, acknowledged before the Clerk of said Court in his office, and lodged with him for record, a deed of trust dated on the 22<sup>nd</sup> March 1859, which embraces & conveys to said trustee all his property of every



\* and many other judgments, to an amount your orator cannot state, but believed to be large, have been obtained against said Morison prior to said March term, and have been consequently previously paid by your orator — he has no means of ascertaining what amount of their judgments remain unpaid, but he apprehends the amount is considerable.

kind, and all his effects and assets, including debts due to him by note or account, settled or unsettled, executions, Sheriff's & Constable's receipts, fees of his late Office of Clerk, &c., for the purpose of securing to certain preferred creditors therein enumerated the debts recited to be due to them; and after the payment of them, the surplus, if any, "is to be applied to the payment of any other just debts due from said Morison to other creditors, if any." A copy of said deed of trust, with the certificate of said Clerk annexed thereto of its acknowledgment, is herewith filed as part of this bill marked (B). It is seen by said deed, that said John W. S. Morison owns several lots of land in the town of Jonesville & near it, and a tract of land of about 60 acres in Scott County. Of his personal assets, far the most important is the debt mentioned in said deed of \$8,000.00 due to him from Joshua M. Fields, for a parcel of negroes (all he had) lately sold by him to said Fields. Of his other debts your orator knows nothing, & they are believed to be small, and scattered about over the country, so as to make it very difficult <sup>if not impracticable</sup> for your orator to ascertain them, as he has no access to said Morison's books & papers, & no means of finding them out. The said Fields has gone off to some of the Southern States with said negroes to sell them there, & is expected soon to return, with the proceeds of their sale. ~~Immediately~~ Very soon after the close of the said term of the County Court of Lee, your orator sued out an execution upon the said judgments, which was placed on the afternoon of the 25<sup>th</sup> day of March 1859 in the hands of one of the deputy Sheriffs of Lee County.

It appears, from what your orator has stated, that he has a judgment lien upon the said Morison's aforesaid real estate, as his said judgment relates back to the first day of said March term, and overreaches the said deed of trust. But sundry other creditors who also obtained judgments against said Morison at the same time with your orator, will have the right to come in with him & share the said real property pro rata; <sup>\*</sup> and your orator apprehends, that the real property aforesaid will not sell for enough to pay all

obtained at said March term  
said judgments. Of these ~~last mentioned~~ judgments, a list is herewith filed as part of this bill, marked (C.), made by the Clerk; and your orator states, that the said real property will not, by its annual rents, be sufficient to discharge those judgments.

It is obvious, from the facts stated, that your orator has no lien, by his fieli facias, upon the said Morison's personality; nor, could that process be levied, in all probability, on the funds <sup>which may be</sup> in said Fields's hands, when he shall return.

But your orator alleges, that the said deed ought to be annulled & declared void, because he is informed & believes that it was executed with the intent to delay, hinder, and defraud, your orator in the collection of his said debt; and that such intent was distinctly <sup>by said John W. S. Morison</sup> declared, about the time of, or very soon after, its acknowledgment.

The amount of neither the debts intended to be secured by the said trust deed, or of the debts & other effects of said Morison, can be ascertained from the deed — the amount of sundry of the claims intended to be secured thereby is not stated, and the amount or value of the assets is not given; but your orator believes, that if the effects embraced in said deed shall be applied to the preferred debts therein mentioned, they will be exhausted, so as to leave no residuum for him — and he is not one of the preferred creditors. Indeed, your orator alleges, that the <sup>diminishing the application of the residuum to the other just debts he might owe, if any,</sup> clause of said deed above quoted, was not intended to embarrass him, and seems to be carefully expressed in such language as to exclude debts he might owe as security; and for the debt for which said judgment was rendered he was the security & co-obligor of said Crockett.

The said trust deed covers so much of the debt of \$8,000.00 due from Fields as will remain after paying to Benjamin D. Martin the sum which had before been transferred to him out of that fund; your orator is informed, & so states, that the sum so transferred to Martin is \$3,000.00, which will be paid him ~~by Fields~~ immediately on his return, & that the amount necessary to refund to said Martin what he has



advanced & to secure him for his other liabilities will not be more than about \$2400.-; so that there will be about the sum of \$600.- remaining in his hands.

Your orator therefore charges, that said trust deed was executed by the said John W. S. Morison with intent to delay, hinder, & defraud your orator in the collection of the said judgment; and that the said deed does delay and hinder such collection <sup>fraudulently</sup> by <sup>obstructing</sup> the operation of his aforesaid execution of fi. fa.

As your orator has no adequate remedy in the premises at law, & can properly obtain relief only in a Court of Equity, his prayer is, that the said John W. S. Morison, Samuel P. Morison Trustee as aforesaid, Joshua M. Fields, & Benjamin B. Martin, be made parties defendants to this bill, and be required to answer its several allegations truly on oath as specially as if the same were put to them distinctly in the form of separate interrogatories; that the said deed of trust of the 22<sup>nd</sup> day of March 1859 be annulled and made void; that in the mean time, until the final action of the Court in the premises, the said trustee ~~be~~ and the said Fields & Martin be enjoined from so disposing of, or paying away to said John W. S. Morison or others not having a lien prior to your orator, any funds or assets in the said deed mentioned, or which are now or may be in their hands, belonging to said John W. S. Morison, as to defeat your orator in the collection of his said judgment; & that said John W. S. Morison be also so restrained <sup>judgment</sup>; that upon a final hearing of the cause your orator's said judgment be decreed to be paid out of said ~~trust~~ funds in the deed of trust mentioned; that said Fields & Martin parties = lastly, to that end, be required to retain in their hands such sum of money as may be sufficient to discharge said judgment, <sup>the</sup> <sup>that the said real property, if hereafter necessary, be decreed to be sold for said</sup> your honor's future order in the premises; and that such other and general relief be extended to him as may consist with equity & his case may require. May it please your honor to grant the Com<sup>ts</sup> writ of Sh. &c.  
John Fox, for complt.

Virginia, Lee County, to wit: This day Archibald H. Fulkerson personally appeared before the undersigned, a Justice of the Peace in & for said County, and made oath, that the facts stated in the foregoing bill are true, to the best of his knowledge & belief. Given under my hand this 26<sup>th</sup> day of March 1859.

William Marshall J. P.



H. H. Fulkerson, Trustee

vs. } Bill in Chanc  
}

John W. S. Moore

1867. April - Continued

Sept. Continued

1868. April - Continued

Sept. Continued

1869 April Continued

" Sept. Continued

1870 May Decree & Continued

" Oct. Decree & Continued

1871. May & Oct. Continued

1872 May. Two Decrees & Conts.

1872 Oct Decree & Conts, 235 to 100

1873 May Decree & Cont. 100 paid,

" Aug Decree, 100 ord Cont.

1874 Nov ord Cont, Aug ord Conts.

" 100 Decree & Conts.

1875 Nov Conts, Aug Conts. 100 Conts.

1876 Nov Conts, Aug Decree.

" 100 Conts.

1882. Aug. Stricken off.

(Ind 170)

24. 14. 2. 46

20. 51. 2

20. 51. 2

20. 51. 2

20. 51. 2



1866. Sept continued

6th 177

(I.)

A. H. Fulkerson, Trustee &c.

vs. } Bill in Chancery.  
John W. S. Morison & al.

Injunction granted  
to restrain the deft. Fields  
from paying over or other-  
wise disposing of the sum  
of \$1300. a part of the \$5000.  
debt in the bill mentioned,  
and to restrain the deft.  
Martin from paying ~~over~~  
over or otherwise disposing  
of the sum of \$600 a part  
of the \$3000 in the bill men-  
tioned, and to restrain the  
def't. S. P. Morison from pay-  
ing over or otherwise dispos-  
ing of <sup>so much</sup> of the proceeds of the  
debts & claims in the deed  
of trust in the bill mentioned  
as will be sufficient to pay  
the complete judgement, in-  
terest & costs in the bill  
mentioned, until the further

order of Court.

But This order is not to  
take effect, until bond  
with good security is execu-  
ted in the penalty of  
\$2000. with conditions to  
pay all costs and damage  
which may be awarded  
against Complt. for obtain-  
ing this injunction.

Sam'l. V. Fulkerson  
29 March 1859

Job. Cir. C. Lee Co.

May Rules Bill filed

Fields Answer filed May

Rules answer of S. P. Morison

filed July Wm. Morison

Answer filed

1863 May Continued

1866 April Term Continued.



See page



To the Honorable Samuel V. Hukuson Judge  
of the Circuit Court of Lee County Virginia, the  
answer of John W. S. Morison to a bill of injunction  
filed in this Honorable Court against him & others  
by Archibald H. Hukuson trustee of John H. Kyle

This Respondent saving and reserving to himself  
the benefit of all just and proper exceptions to  
said bill for answer thereto doth say, That it is  
true as stated in said bill, viz., on the day and  
in the year in the bill mentioned acknowledge  
and lodge with the clerk of the County Court of  
said County a deed of trust in which Samuel  
P. Morison is trustee, This deed also conveys the  
property recited in the bill for the purpose of securing  
the payment of the debts mentioned in the deed, and  
whenever should then remain of the trust fund  
to be applied to such other just debts as might be  
due by Respondent, and in making this discrimination  
Respondent does not think that he has violated any  
rule of law or even that of good faith, but  
simply exercised a privilege which the law allows.  
In regard to the judgment claimed to have been  
obtained by Complainant at the last March term  
of the County Court of said County against Stephen  
S. Crockett and Respondent as his security for  
the sum of \$1000~ with interest thereon from the  
19<sup>th</sup> day of January 1858 & \$7.11 the costs of suit  
subject to a credit of \$60~ paid 18<sup>th</sup> January 1859

This judgment Respondent is advised was not  
legally obtained as to him because from the indorse-  
ment ~~thereon~~ of the return of D. Poter D. S.  
<sup>on the summons in the case</sup> there was no service of process upon <sup>him</sup> such as is  
required by law. And as judgment was obtained by default  
advantage of the defect can be now properly taken,  
The service of the summons is defective in these



particulars. Because the service was on the wife of  
Respt. without showing that Respondent was absent  
from home. The service does not show that Respondent's  
wife was over the age of 16 years, nor that she  
was a member of the family, neither is there any  
date as to the time of the service. Besides  
if it should be deemed material to the validity of  
of this judgment Respondent alleges that the orders  
of the last day of the quarterly term of said County  
Court held in the month of March 1859, were  
not signed by the presiding Justice of the Court within  
the time prescribed by law, inasmuch as Respondent  
is informed and believes they were not signed for  
some 15 days after the expiration of the term.  
But in addition to these facts Respondent believes  
that he ought not to be held bound for the payment  
of the note or bond on which said judgment was  
obtained for the following reasons, - that at the  
time he signed said note or bond as the security of the  
said <sup>Crockett</sup> ~~xxxx~~ he did so, with the express understanding  
in the presence of complainant, that Chas. Daugherty  
and some other responsible person should also  
sign said note or bond as the co-securities of  
with Respt. of said Crockett. And after Respt.  
signed the bond ~~xxx~~ to ~~xxxx~~ Crockett with the express  
understanding as aforesaid he handed it over to  
said Crockett for the purpose of procuring the  
signatures of the co-securities above referred to.  
But it appears that the co-securities were never  
obtained and yet complainant seeks to hold  
Respondent bound for its payment although the  
condition of Respondent's signing said bond was  
fully known to him. If Respondent makes these  
facts to appear as he expects to do, he shall  
expect your Honor to perpetually enjoin said

Judgment being obtained on a bond for the payment  
of which he is not legally bound. Again the judgment  
mentioned in complainant's bill and the one a copy  
of which is filed & made an exhibit seem not to  
be the same, inasmuch as the judgment in the  
bill mentioned bears interest from the 19<sup>th</sup> day of  
January in the year 1858 and the judgment exhibit  
(A) bears interest from the 8<sup>th</sup> of January 1858.  
Complainant therefore makes no exhibit of any judgment  
such as is claimed in his bill. It will also be  
seen by your Honor that complainant has made no effort  
to collect said judgment of said Crockett. Although  
your Honor is informed and believes that said Crockett  
owns personal estate of considerable value aside from  
that which he has conveyed to <sup>seem</sup> Daniel D. Dickinson  
in the trust also mentioned in the bill, and among  
such estate Respondent would mention a lot of Hogs  
some 200 in number also a lot of bacon &c.  
And as the property so conveyed in trust by Crockett, is  
for the purpose of securing the payment of the purchase  
money of a tract of land purchased of said Dickinson  
by said Crockett, complainant may then subject said tract  
of land to the satisfaction of his judgment. But  
complainant seems bent on harassing and oppressing  
Respondent, and a short time before said injunction  
was filed he was heard to say that Respondent  
"was the man" whom he intended to make pay  
said judgment bond. Now Respondent will admit  
that sometime before he gave the trust also mentioned  
in the bill, he said that there were certain debts  
which he preferred to be paid to that of others  
and that those so preferred were debts due from  
himself, as he felt a heavier obligation to pay those  
than security debts, ~~but~~ his effects should be  
found inadequate to the payment of all claims against him.



And Respondent having now answered so much of  
said bill as he is advised it is material for him  
to answer prays that the ~~Scraplet~~ bill be dismissed  
with costs & his said judgment be perpetually enjoined

Hagan for

Respt. J. W. S. Morrison,

State of Tennessee }  
Memphis County } To wit. I James Baker a justice of the  
peace for said county and State do  
~~do hereby certify that John W. S. Morrison~~  
~~has been~~ hereby certify that John W. S. Morrison  
personally appeared before me in my court and made  
oath that the facts stated in the foregoing answer  
are true as he believes, given this 28<sup>th</sup> day of  
April 1859

James Baker (seal) ~~Justice~~  
justice of the peace

State of Tennessee } I Mr. George  
Memphis County } Clerk of the  
County Court of the County  
and State aforesaid do Certify that  
James Baker before whom the  
above answer was sworn to was at  
its date and now is an acting  
Justice of the Peace within  
and for said County duly elected  
competent and qualified and his signature there to  
is genuine

Given under my hand and seal of said  
Court <sup>at Memphis in Alabama</sup> this the 28<sup>th</sup> of April 1859  
Mr. George Clerk

J. W. S. Morrison  
Shannon  
A. H. Hufkisson  
A. H. Hufkisson

17

State of Tennessee } I William McCarry  
Memphis County } Chairman of the County  
Court for Memphis County  
State of Tennessee do hereby certify that  
William George is and was at the time  
of signing his name to the certificate in  
which he certified that James Baker was  
an acting Justice of the Peace was Clerk  
of the County Court of Memphis County and  
that ~~his~~ the certificate is in due form  
This the 28 day of April 1859  
Mr. McCarry Esq  
Chairman of the County Court  
of the County & State aforesaid



To the Honorable Samuel D. Fulkerson Judge of the Circuit Court of Lee County Virginia the answer of Samuel P. Morison to a bill of injunction filed in this Honorable Court by A. H. Fulkerson trustee of John H. Kyle against this Respondent & others. This Respondent saving and reserving the benefit of all just and proper exceptions to said bill for answer thereto doth say, That as stated in said bill John W. S. Morison did, on the day and year in said bill mentioned execute a deed of trust for the benefit of the creditors & preserve them, in which trust deed this Respondent was made trustee and the same was lodged in the office and acknowledged according to law before the clerk of the County Court of Lee County on the day and in the year mentioned in said bill. Respondent ~~relates~~ states that of the property conveyed by said trust deed to him as trustee the note of \$8000 on Joshua M. Field near came into his possession, at the time that said trust deed was acknowledged. Charles H. Morison who had gone to the State of Mississippi had taken said note along with him and upon the return of him the said Charles H. to this County he met with the said John W. S. Morison in Knoxville in the State of Tennessee, to whom he delivered ~~in~~ said note and the said John W. S. as said Respondent is informed collected the amount due thereon off the said Joshua M. Field, so that no part of said note ever came into the hands of said Respondent except the sum of \$1106.72 which was given him to pay to Benjamin D. Martin on an order which he held on said Field and which sum he accordingly paid to the said Martin.

Said Respondent has collected of the debts & claims mentioned in said trust deed which came to his possession the sum of about \$56.00 And of this sum he has expended in the purchase of food for the horses &c. conveyed by said trust deed the sum of \$56.00



The other property conveyed by said trust deed of which Respondent got possession is all forthcoming. From Respondent's situation and circumstances are such that it renders it inconvenient for him to attend to the duties of trustee and he intends to relinquish the same.

Respondent here alleges that he does not believe the said trust deed was given for the purpose of fraud as alleged in Complainant's bill but he believes that the said <sup>trust</sup> mortgage deed debts which he first preferred paying before that of Complainant's, and that those debts so preferred by the grantor in the deed, are those mentioned therein. Respondent has acted in good faith in the whole transaction, and has complied with the restraining order granted by Judge Honan on the prayer of Complainant in said bill. <sup>so far as if has been in his power so to do</sup> And having now answered so much of said bill as he is advised it is material for him to answer pray to be hence dismissed with his costs here expended.

Attest  
for Rich. S. P. Monson

Virginia

See County to wit:

This day Samuel P. Monson personally appeared before me the undersigned a Justice of the Peace in & for the County of Loudoun & made oath that the statements as set forth in the foregoing answer so far as they depend upon his own knowledge are true & that so far as they depend upon the information of others he believes them to be true. Given under my hand this 10th day of May 1889.

S. H. Deff. J. P.



S. P. Preiser

ads { answer

A. H. Fickus

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To the Honorable Samuel P. Hukuson  
Judge of the Circuit Court of Lee County, the  
Answer of Joshua M. Fields to a bill of injunction  
filed in this Honorable Court by Archibald  
N. Hukuson who is trustee for John H. Tyler, against  
this respondent & others

Respondent saving and reserving to himself the  
benefit of all just and proper exceptions to said  
bill for answer thereto doth say, That he has  
no personal knowledge of the Judgment mentioned  
in Complainant's bill obtained by him as trustee  
aforesaid against Stephen S. Crockett & John  
W. S. Morison but he presumes that the statement  
in said bill in regard thereto are correct.

It is true as stated in said bill that Respondent  
purchased of the said John W. S. Morison on  
the 10<sup>th</sup> day of March 1853 fourteen negroes which  
Respondent believes were all he had, for which  
negroes Respondent contracted to pay the said  
Morison the sum of \$8000 and for this sum  
of money Respondent on the last mentioned day ac-  
cused to the said Morison his writing obligatory  
payable ninety days after its date. Some  
short time after Respondent purchased said  
negroes he took them to the State of Mississippi  
and then sold them, and on his return  
to Pattonville in Scott County where he resides  
he was met by the said John W. S. Morison  
in Knoxville in the State of Tennessee who  
then presented to Respondent the said note  
of \$8000 and demanded payment thereof, the  
said note according to its face was not then  
due, but as the time was only given for the



purpose of enabling Respondent to dispose of  
said negroes, before he could be compelled to pay  
said note he considered that he was in honor bound  
to pay it so soon as demanded after the negroes  
were sold. And Respondent then on the 9<sup>th</sup> day of  
April 1859 in the said town of Knoxville  
paid to the said John W. S. Morrison the full  
amount of said note which was then handed  
over to Respondent. And here Respondent states  
that at the time of the payment of said note  
no process relative to said injunction had been  
served upon him neither had Respondent any  
knowledge whatever of its existence. Indeed the  
first time that Respondent properly understood of  
its existence was on the 13<sup>th</sup> day of April 1859  
being the same day the same process was served upon  
him. Yet on the 11<sup>th</sup> day of April 1859 in the  
town of Abington he was then told by Judge  
Ferguson that he had issued a writ against  
him but Respondent did not understand the  
nature thereof, and was inclined to believe that  
what was said by the Judge was a "joke".  
Respondent would now state (although he  
deems it immaterial in this case) that before  
he took said negroes out of this State, he  
accepted an order given on him by the said  
Morrison & payable to Ben. D. Martin which order  
was for an indefinite sum of money but not  
to exceed the sum of \$3000. to be paid after Respt.  
returned from the State of Mississippi when  
called for by the said Martin And the amount  
to be paid to be endorsed on said order by the  
said John W. S. Morrison. This order has

been arranged and was delivered on the  
day of April 1859 to Respondent by the said  
Martin. In regard to the debt of trust fund  
-times in said bill this Respondent has no  
knowledge of its existence until the 11<sup>th</sup> day of Apr.  
1859, two days after the payment of said note.  
Consequently from these facts it will be apparent  
to your Honor that this Respondent is not in  
any wise responsible either to the claimants  
under said trust debt or to complainant in  
said bill of injunction. And Respondent  
here re-iterates that which he has before  
substantially said that at the time of  
the service of the process in said injunc-  
-tion upon <sup>him</sup> or at the time he first understood  
of its existence, he was not then indebted  
any thing to the said John W. S. Morrison.  
And having now answered so much of said  
bill as he is advised it is material for  
him to answer prop to be hence dismissed  
with his costs here expended.

Wagon  
for Respt. J. M. Hicks.

I Colbat G. Hugate a Commissioner in the  
Circuit Court of Scott County hereby certify that  
Joshua M. Hicks Respt. in the foregoing answer  
personally appeared before me in my County and  
made oath that the statements in the foregoing  
answer are true as he believes. Given under  
my hand this 20<sup>th</sup> day of April 1859  
C. G. Hugate Comr.



LH

Joshua M. Fields

ads } Answer

A. N. Fulkerson trustee



The deposition of Benjamin D. Martin Henry J. Morgan and others, taken pursuant to notice at the office of Peter L. Johnston in the town of Jonesville on Monday the 9<sup>th</sup> day of May 1859, which are intended to be read as evidence on behalf of A. H. Fullerson Trustee for John F. Tyler in a certain suit <sup>in chancery</sup> now pending in the circuit court of Lu county, in which said A. H. Fullerson Trustee as aforesaid is complainant and John W. S. Morison and others are defendants.

Benjamin D. Martin a witness of lawful age being duly sworn deposes and says

On some day, during the last term of the March Court, I happened to step into the County Court Clerks Office, when J. W. S. Morison and Saml. P. Morison, were acknowledging a deed of Trust, as they said, conveying to S. P. Morison, as trustee, the property of the S. J. of the, for the benefit of myself & others. And that the object of S. J. Trust deed, was to prevent A. H. Fullerson from collecting a debt off S. J. of the as the security of J. S. Crockett. I replied I could nothing about their deed of trust, at that time or at some time subsequent, they S. J. or at least S. P. Morison S. J. that they intended paying their first debts first, and then if they had the property they would pay the S. J. debt.

Since the execution of S. J. Trust Saml. P. Morison, acknowledged to me, that when the Trust was given, in the presence of A. H. Morison, S. J. W. S. Morison handed him S. J. S. P. a copy of the 8,000\$ note on Joshua Field



To hold as Trustee, to be disposed of according to the terms of said Trust.

I asked him if he did not see any wrong, in making O. R. A. Morison who was acting in good faith, believe that it was the original note on Fidelity, and not a copy, he replied the word "copy" was endorsed upon the back of it, to which I said that the impression he, R. A. M. had or he had told me, was that it was the note and not a copy. He said he had acted conscientiously in the matter and thus the conversation ended.

cross examined by Counsel for J. M. J. Morison. Witness states, that he has heard J. M. J. Morison say, that he intended paying his just debts first, and that he would not pay this because it was a security debt. unless he had property left after paying his other debts, and I believe, but am not confident, that he said he would pay it if he had the means after paying his other debts. ~~and further this deponent~~ and further this deponent said not

Ben. D. Martin

Henry J. Morgan another witness of lawful age being duly sworn, deposes and says:

That at the time of the executing of the deed of trust referred to by the foregoing witness, John M. Morison said, that all his just creditors were embraced in said deed, and that his object was to prevent the complainant from collecting the debt of him as the security of J. M. J. Morison, ~~and that he (Morison) did not mean to pay said debt.~~ <sup>in a note of J. M. J. Morison to A. H. Fullerton</sup> as Trustee for J. M. J. Morison.

And further this deponent said not J. M. J. Morgan

And no other witnesses being present, the taking of these depositions is adjourned until Tuesday the 18<sup>th</sup> day of May 1859.

John D. Sharp

Commissary in Chy

Proceeding to an agreement of the parties, the further taking of depositions in this case which yesterday was adjourned until the 18<sup>th</sup> of May 1859, was continued to the 18<sup>th</sup> of May 1859) after at the Court house of Lee County, by taking first the deposition of David Poteet by question and answer as follows who being duly sworn deposes and says:

When I went to J. M. J. Morison with the execution in favor of A. H. Fullerton's Trustee for John J. Tyler against J. M. J. Morison & said Morison. He remarked that when he had paid all his just debts, that if he had any <sup>thing</sup> left, he would dispose of it as he saw proper, immediately after this however he remarked, that it was a debt he did not mean to pay, and gave as his reason for so saying, saying that it was the understanding that C. Daugherty and some other responsible was to have signed the note as co-securitys, The trustee (J. M. J. Morison) also stated, that, this was a security debt and that they did not mean to pay it, and further this deponent said not

J. Poteet



May 10<sup>th</sup> 1859. The further taking of depositions in  
this Cause is continued till tomorrow.  
D. Sharp Commr in Chy

Met Pursuant to adjournment. May 11<sup>th</sup>  
1859.

Samuel S. Saul, another witness of lawful,  
being first duly sworn deposes & says:

I that on Sunday the 24<sup>th</sup> day of Apr. last,  
John M. S. Merison left this place (Jonesville)  
on horse back, going Eastward, and as I  
understood to Edinville, in Scott County.

On the following ~~Th~~ Thursday it was reported  
in Town that he Merison, would not return  
again to this place. That he had <sup>left</sup> the county  
finally. On Friday <sup>the next day</sup> morning a short time  
before day-light his family, except some  
of Merison took the stage in the direction  
of Cumberland Gap.

About 10 o'clock on  
that day, Friday, myself & Dr. James T.  
Lloyd, started to Knoxville, in pursuit of  
the S<sup>r</sup> John, having sundry claims against  
him for money, from various persons of this County.  
We Reached Knoxville in the State of Tenn.  
on the following day (Saturday) about 4 o'clock  
P. M. After reaching this town we made  
enquiry if the S<sup>r</sup> John had or had been there  
within the last week, and at Humphrey's  
Hotel we learned that a man who had  
registered his name, on the Hotel Register -



as "J. L. Martine or Martell" the description  
of whose person as given by the clerk of the  
Hotel corresponded with that of the said Morrison,  
and the Clerk told us the same man had been  
there about two weeks before and had registered  
his name as J. M. S. Morrison; and that he had  
taken the Cars going west on the Wednesday  
preceding. We then went to the Telegraph  
Office & sent a dispatch to Athens, Ga.,  
55 miles distant from Knoxville, making enquiry  
if J. M. S. Morrison was there or had been  
there. In a few minutes we had a reply that  
he was there (in Athens). The next morning  
we took the Cars for that place, which we  
reached in a few hours. When we arrived  
we found him, and arrested him. We demanded  
payment of the several claims we had against  
him. He swore he did have a cent of money and  
would have to borrow to pay his Hotel bill. Having  
him in custody we searched his person for arms  
& to see if he had money too. Mr. Loyd made the search  
& discovered that he had a large amount of money  
around his body. When Mr. Loyd told him he  
had died, and he replied he did have some Charley's  
(his son's) money. We then took him on the Cars  
& went to the Town of Bristol, in the County  
of Washington Virginia. He still refused  
to pay any of the claims we had against him.  
We arrested him again ~~in~~ when he proposed  
paying us a portion of the ~~debts~~ <sup>with</sup>, and we  
agreed upon a compromise, when he paid us  
one thousand dollars on our claims, <sup>with</sup> the expenses  
we had been at. He had about ~~three~~ <sup>two</sup> thousand  
dollars more, all in gold. We then returned  
to Knoxville in company with him.

At Russellville, between Bristol & Knoxville  
we met with Morrison's family, who had been  
detained on the road from Cumberland Gap  
to Russellville, by the breaking down of the  
Stage, as they stated. We all went on to  
Knoxville & they continued on the train west,  
when we returned home. In part of the  
claim of P. M. was paid us. ~~And further~~  
we did not have his claim. And further that  
deponents swear not.

Samuel L. Saul

Virginia Lee County to wit,

I certify that the foregoing depositions of Benj'n

*of parties in the case, taken at the place mentioned in the notice to the Court, on the 15th day of May 1859, and at which place the same were completed, given under my hand this 15th day of May 1859.*

*May 1859, when and at which place the same were completed, given under my hand this 15th day of May 1859.*



A. H. Fulkerson Jr

as } Deposition

J. M. S. Morrison & al

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Received of the court before  
Whom they were taken  
May 11<sup>th</sup> 1859

A. J. Morgan R. G.



John W. S. Morison, & Samuel P. Morison,

Take notice that on 9<sup>th</sup> day of May 1859 (this day) at the  
Office of Peter C. Johnston, in the Town of Jonesville, I will proceed  
to take the depositions of Benjamin D. Martin & others - which are  
intended to be read as evidence in my behalf in a suit in  
Chancery depending in the Circuit Court of Lee County wherein  
I as Trustee for John F. Tyler am complainant, and you and  
Joshua M. Fields are defendants; if necessary, the proceeding will  
be adjourned from day to day till all shall be taken.

May 9<sup>th</sup> 1859.

Arch: H. Fulkerson  
Trustee &c.



I acknowledge the legal service of  
this notice May 7<sup>th</sup> 1858

P. Hagar  
att. for Geo. W. S. Morrison

I acknowledge the legal service of  
this notice. May 9<sup>th</sup> 1859 -  
S. F. Morrison



Virginia

At a Court of quarter Sessions continued and held for  
the County at the court house thereof on Friday the  
18<sup>th</sup> day of March 1859

H. H. Sullivan Trustee for John L. Tyler Plf

against

J. D. Dick

Stephen L. Corbett and John W. Mason Defs

The defendants not appearing it is considered by the court  
that the plaintiff recover against the defendants \$100.00  
the debt in this declaration mentioned with legal interest  
thereon from the 18<sup>th</sup> day of January 1858 till paid and  
the costs subject to a credit of \$50.00 paid the 18<sup>th</sup> day  
of January 1859

A Copy Teste

H. H. Morgan, C. C.

2 261  
2 250  
2 120  
2 120  
2 120



A. H. Fulkerson, Trustee &c.

5. } Copy of Judget.

Crockett & Monson

(A.)



March Term 1859

Plummer Kemp & Town vs J. W. S. Morrison. Jud. for \$407.80,  
with legal interest from the 5<sup>th</sup> Nov. 1855. Subject to the  
following credits \$100. paid 5<sup>th</sup> Nov. 1855. \$129.20. paid 23<sup>rd</sup>  
Nov. 1855. \$36.40. paid 7<sup>th</sup> April 1856.

Martin & Co. vs John W. S. Morrison. Jud. for \$55.69  
with legal interest. Thru from the 1<sup>st</sup> January 1857.

David Miller vs John W. S. Morrison. Judgment for \$19.72  
with legal interest from the 24<sup>th</sup> day March 1857.

Robt. H. Hamblin for. vs. John W. S. Morrison. Jud. for \$100.00  
with interest from 1<sup>st</sup> January 1858.

George A. Warden & Co vs John W. S. Morrison - Jud. for \$90.00  
with interest from 1<sup>st</sup> May 1856.

Tyler & Miles vs J. W. S. Morrison. Judgment for \$119.50  
interest from 31<sup>st</sup> March 1851 -

E. H. Long & Co vs John W. S. Morrison. Judgment for \$193.65  
with interest from the 1<sup>st</sup> May 1856.

George Walford vs J. W. S. Morrison. Judgt for \$300.  
with interest from Nov 29<sup>th</sup> 1854. Cor Recy \$370 Dec 24<sup>th</sup> 1854

G. H. Fulkerson Trustee vs J. W. S. Morrison & Co. Bishop. Jud. for \$200.00  
with int from 17<sup>th</sup> April 1854. Cor Recy \$1200. 17<sup>th</sup> April 1855

Edmund Hyson vs. J. W. S. Morrison. Jud. for \$65.00  
Dec 26<sup>th</sup> Decr. 1856.

Same vs Same. Judgment for \$131.25  
with interest from 23<sup>rd</sup> Sept 1854. Cor Recy \$69.24. 1856

Same vs Same. Judgt for \$26.52  
with interest from the 7<sup>th</sup> December 1851

David H. Morgan, Esq.



A. H. Fulkerson Trustee &c.

vs. } List of Judgments.

Crockett & Morison

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(C.)



Know all men by these presents, that we, Archelaus H. Fulkerson and Peter C. Johnston are held and firmly bound to John W. S. Morison in the just and full sum of \$2000.00 to the payment whereof well and truly to be made to the said Morison, his executors, administrators, or assigns, we bind ourselves jointly & severally, our joint & several heirs, executors, & administrators, firmly by these presents, if default shall be made in the condition underwritten: Sealed with our seals, and dated this 4<sup>th</sup> day of April, 1859.

The condition of the above obligation is such, that whereas the said Archelaus H. Fulkerson as Trustee for John F. Tyler has obtained from the Judge of the Circuit Court of Lee County an injunction by his bill in Chancery filed in said Court to restrain the defendant Joshua Fields from paying over or otherwise disposing of the sum of \$1300.00 a part of the sum of \$8000.00 in the bill mentioned, & to restrain the defendant Benjamin D. Martin from paying over or otherwise disposing of the sum of \$600.00 a part of the sum of \$3000.00 in the bill mentioned, & to restrain the defendant Samuel P. Morison from paying over or otherwise disposing of so much of the proceeds of the debts & claims in the deed of trust in the bill mentioned as will be sufficient to pay the complainant's judgment, interest, & costs in the bill mentioned, until the further order of the said Court; Now, therefore, if the said Archelaus H. Fulkerson Trustee as aforesaid shall pay all such costs as may be awarded against him in the said Cause, and all such damages as shall be incurred in case the said injunction shall be dissolved, then the above obligation is to be void — otherwise, to remain in full force.

A. H. Fulkerson  
P. C. Johnston.

Seal

Seal



A. H. Jackson

vs { Injunction Bond

J. W. S. Morison vs. this

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Bond executed 4<sup>th</sup> of April  
1859.



The Commonwealth of Virginia,

TO THE SHERIFF OF LEE COUNTY—Greeting:

WE COMMAND YOU TO SUMMON

*John W. Morison, Samuel P. Morison Trustees  
Joshua M. Fields and Benjamin D. Martin*

to appear before the Judge of our Circuit Court for Lee county, at the Court House, *on the 1<sup>st</sup> Monday in  
May 1859* — — — — — to answer

a bill in Chancery exhibited in our said Court against *them* by *Archelaus H. Fulkerson,  
Trustee for John F. Tyler*

And have then there this writ. WITNESS, *Richard M. Hamblin*  
~~JOHN W. B. MORISON~~, Clerk of our said Court, at the Court House,  
this *4<sup>th</sup>* day of *April* 1859, in the *83<sup>rd</sup>* year of the Commonwealth.

*H. Morgan D.C.*



The object of this suit is to restrain the defendant Fields from paying over or otherwise disposing of the sum of \$1300; a part of the \$8000; debt in the bill mentioned, and to restrain the defendant, Martin from paying over or otherwise disposing of the sum of \$600; a part of the \$3000; in the bill mentioned, and to restrain the defendant Samuel P. Morison from paying over or otherwise disposing of so much of the proceeds of the debts & claims in the deed of trust, in the bill mentioned as will be sufficient to pay the complainants judgment, interest and costs in the bill mentioned, until the further order of the court; Bond with approved security, having been executed, in the penalty of \$2000, with condition as the law directs.

Teste H. Morgan D.C.

Attest: The Clerk of the Court

10 } Spain City

W. D. Morison et al

May Rules 1859

April 13<sup>th</sup> 1859

Exhibited on

Joshua Fields John

W. D. Morison and

Samuel P. Morison by

delivering to each a

true copy of the within

the other defendant Martin

having acknowledged the

same.

J. A. Hall

Oct. 177

I acknowledge legal service on the within  
 Apr. 4<sup>th</sup> 1859  
 J. A. Hall